



Collective Agreement
Between
Teamsters Local Union No. 419
(hereinafter referred to as the Union)

And

Fresh Advancements Ltd.
(hereinafter referred to as the Company)

October 1, 2020 to September 30, 2023



Produce is our passion!

IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer
Teamsters Local 419

LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

To all bargaining unit Employees of Fresh Advancements Ltd.

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.5 million working men and women who are members of the Teamsters Union.

Teamsters move forward together ...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and Sincerely,



Jason Sweet, President
Teamsters Local 419

"In Solidarity We Rise"

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

President	JASON SWEET
Vice-President	OWEN LANE
Secretary-Treasurer	HARJINDER S. BADIAL
Recording Secretary	KEITH BRUCE
Trustee	AARON NOVIELLI
Trustee	GWEN PAINTER
Trustee	TROY SNOW
Business Agent	KEN DEAN
Business Agent	FAHEEM BHATTI
Business Agent	BRANDON DAWE

STAFF

Accounting	DEBBIE HOBBS
Executive Assistant	JOY QUE
Admin. Support/Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



**International Brotherhood of Teamsters
1,400,000 Members**

**Teamsters Canada
130,000 Members**

**Teamsters Ontario
Joint Council 52
44,000 Members
In nine (9) different local unions across
the Province of Ontario**

Teamsters Canada

In recognition of the special needs and aspirations of its Canadian membership, the International Brotherhood of Teamsters created the Canadian Conference of Teamsters in 1976. Our Conference is one of the five Area Conferences in the Teamsters union.

The Canadian Conference has a unique status as a national Conference in a sovereign country. The Canadian Conference is now called Teamsters Canada.

Teamsters Canada is comprised of 45 Local Unions, representing 130,000 workers in all major industries. Our members work in all ten provinces and all three Northern Territories.

The objectives of Teamsters Canada are: To establish national policies which benefit our members; to coordinate Local Unions actions; to provide services including Research, education, Organizing, political action and Communications; and to represent Canadian Teamsters within our International Union.

Teamsters Canada is managed by an elected President and nine (9) Executive Board Members of elected Officers representing all regions of the country.

The Canadian Teamsters are united to build the future. The Canadian Executive Board work together on behalf of the Canadian Membership, and they are committed to a team approach with the rest of the labour Movement in advancing the cause of all working men and women in Canada.

Teamsters Canada is affiliated with the Canadian Labour Congress (CLC).



Members in each Province:

British Columbia – 30,000
Alberta – 8,000
Saskatchewan – 1,000
Manitoba – 2,000
Ontario – 44,000
Quebec – 41,000
Newfoundland – 1,000
Nova Scotia and New Brunswick – 2,000

Teamsters Canada

TEAMSTERS CANADA SERVICES	UNION SERVICES
<ul style="list-style-type: none"> - Research - Governmental Affairs - Education - Communications - Recruiting - Out-of-work Benefits - Health and Safety - Human Services 	<ul style="list-style-type: none"> - Negotiation/Collective Bargaining - Grievance and Arbitration Procedure - Health and Welfare Program - Pension Plan Program - Job Security - Legal Assistance - Political Action - Governmental Representation - Workplace Safety and Insurance Board Advocacy - Human Relations - Education - Research - Members Scholarship - Health and Safety Program - Union Publication - Communications - Credit Card Program - Public Campaign - Charity Sponsorship - Retirees Program - Recruiting - Out-of-Work Benefits - Accounting System (TITAN)
<p style="text-align: center;">TRADE DIVISIONS</p> <ul style="list-style-type: none"> - Brewery, soft Drink - Construction - Dairy and Bakery - Warehouse - Movie and Trade Union - Chemical and Energy - Printing and Newspaper - Industrial Trades - Courier - Freight and Cartage - Airline - Rail - Armoured Cars - Healthcare <p>These divisions facilitate the broadcasting of information between local sections involved in the same industry. It is an excellent platform to settle the problems which arise in their specific sectors</p>	

WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help with worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interests of the Union members are protected and guaranteed.

Interviews or Investigations

As a Teamster Member,

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

What should you say:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member or the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

**HEALTH & SAFETY
(Ministry of Labour)
Toronto – 416-326-7770, Mississauga – 905-273-7800
After hours – 1-800-268-6060**

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ARTICLE 1 - PURPOSE

- 1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and the Union and the Employees covered by this agreement and to provide machinery for the timely disposition of grievances.
- 1.2 The Union recognizes that the business in which the company is engaged is highly competitive and that the Company must be able to maintain an efficient, cost effective operation and improve itself in a highly competitive market and the Union agrees to support the Company in obtaining these objectives, all of which are consistent with this collective agreement.
- 1.3 Wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement requires, and vice versa.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.1 The Company recognizes the Union as the exclusive bargaining agent of all Employees of Fresh Advancements Inc. at the Ontario Food Terminal in the City of Toronto excluding Supervisors, those above the rank of Supervisor, Lead Hands/Front Door Checkers, Office, clerical, Quality control, Cashiers, sales Staff, and Dependent Drivers and Agency workers.
- 2.2 In this Agreement, the word "Employee" and "Employees" shall mean only persons included in the bargaining unit description as set out in clause 2.1.

- 2.3 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.4 Supervisors and other employees excluded from the bargaining unit will not perform work regularly performed by employees in the bargaining unit except:
- (a) In accordance with past practices, when a customer's order is at risk of not being completed in a timely manner without the assistance of a Supervisor or other employee excluded from the bargaining unit;
 - (b) To provide instruction or training to employees; or
 - (c) In the case of an emergency.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Union recognizes and acknowledges that the management of the Employer's operation and the direction of the working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its Employees, as well as discipline, suspend or discharge employees for cause;

- b)** select, hire, transfer, assign to shifts, promote, demote, evaluate, classify, lay-off or recall Employees and select Employees for positions excluded from the bargaining unit.
- c)** determine the location of the operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules or operations, the number of shifts; determine staffing; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; assign work and supervise Employees, including altering work assignments or redeploying Employees during the course of a shift or on a shift-by-shift basis; change, combine or abolish job classifications; determine the nature of tools, equipment, technologies and other resources, change or discontinue existing tools, equipment, or other resources; establish or change methods or processes; decide on the number of Employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require Employees to work overtime; establish or change the payroll workweek, the method of pay distribution, and the pay period.;
- d)** determine policies and procedures, and from time to time, change or abolish such policies and procedures;
- e)** design, implement, change or abolish performance, productivity and accuracy standards; and

f) have the sole and exclusive jurisdiction over all operations, equipment and Employees.

3.2 The Employer will not exercise any of the above management rights in a manner inconsistent with the terms of this Agreement.

ARTICLE 4 - UNION SECURITY

4.1 All Employees covered under this Agreement who are presently employed by the Company must, as a condition of employment become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessment uniformly required of all members in the bargaining unit.

4.2 The Company agrees to deduct Union initiation fees and weekly dues as specified in the Union Constitution from the first pay cheque of the month for each eligible Employee and remit monthly the monies so deducted to the Secretary-Treasurer of the Union by the 20th day of the current month in which the monies are deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company's authority to make the deductions specified.

4.3 In the event that such wages are insufficient to pay Union dues, such deductions shall be made from the wages payable to the Employee on a subsequent pay cheque in the calendar month.

4.4 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing the following information from whose pay deductions have been made:

a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.

b) Twelve (12) checkoffs per year (calendar month).

c) Monthly:

- New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
- Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.
- Addresses to be updated as well as name changes **i.e.** marriage.
- Such information will only be forwarded upon receiving the appropriate authorization from the employee.

4.5 Company agrees to print amount of total deductions paid by each Employee for the previous calendar year on the Income Tax T4 Form.

4.6 The Union agrees to indemnify and save harmless the Company against any and all claims which may arise in complying with the provisions of this Article.

ARTICLE 5 - UNION REPRESENTATION

5.1 The Employer acknowledges the right of the Union to appoint or otherwise elect one (1) Steward from the members in the bargaining unit. The Union shall notify the Employer in writing of the name of such steward at the time of his or her appointment and the Employer shall not be required to recognize any steward until it has been so notified.

5.2 The steward shall investigate and process complaints and grievances in accordance with the Grievance Procedure set out in this Agreement.

5.3 A steward's first obligation is to the performance of his regular duties and he shall not leave his regular duties without first obtaining permission of the immediate supervisor or his designate and shall advise the supervisor of the nature of his business and approximate duration and report back to such supervisor at the time of his return to work. At no time shall a Steward interrupt Employee(s) while such Employee(s) are engaged with a customer. If in the course of such time away from his regular duties he visits another department, he shall, upon entering that department advise the supervisor of the department or his designate of the nature of his business.

5.4 The Union will not, nor will any Employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Employer unless prior approval is given.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.1 The Union agrees that there will be no strike, slow-down, work stoppage, either complete or partial, or other interruption or interference with operations during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement. The purpose of this Article is to establish a procedure for the expeditious settlement of grievances.

7.2 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. It is agreed that an Employee has no complaint or grievance until either directly or through the Union has first given his immediate supervisor an opportunity to adjust the complaint.

7.3 Any grievance arising over the administration, interpretation, application or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within ten (10) working days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such a grievance promptly through the following steps:

Step 1

A conference between the aggrieved Employee and his Supervisor; the employee shall be accompanied by a Steward.

The Employee's supervisor shall give his decision in writing within ten (10) working days.

Step 2

Should the employee be dissatisfied with the disposition of the grievance at Step 1 within ten (10) working days after the decision of Step 1 has been or should have been given, the employee shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step 2.

The Manager or his designate shall schedule a meeting to be held within ten (10) working days from the time when such a grievance was presented to him, or his designate.

At the Step 2 meeting, the employee shall be accompanied by his Steward, and the Manager, or his designate, may be accompanied by officials of the Company. The business representative of the Union shall be present at the meeting. If the business agent is not available to attend in a timely manner, he shall appoint a designate to attend the meeting. The Manager, or his designate shall give a decision in writing on behalf of the Company within five (5) working days immediately following the date of such meeting.

- 7.4** The Union may initiate a policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 8. The Union may institute a grievance on behalf of a group of

bargaining unit Employees, however the Union may not institute a grievance directly affecting an Employee or Employees when such Employee or Employees could themselves institute a grievance and the regular Grievance Procedure shall not thereby be by-passed.

- 7.5 Discharge grievances shall be filed at Step 2 of the Grievance Procedure.
- 7.6 All agreements reached under the Grievance Procedure between the Company and the Union will be final and binding upon the Company, Union and Employees, and may include such terms upon which the parties may agree.
- 7.7 The Steward shall be present at any disciplinary meeting regarding written warnings, suspensions and discharges.
- 7.8 The Employer shall have the right to initiate an Employer grievance, provided it is presented within ten (10) days of the date of the circumstances giving rise to the grievance occurred or the date the Employer ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 7.9 The time limits set out in this Grievance Procedure are mandatory. Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. An arbitrator will not have the authority under section 48(16) of the *Labour Relations Act, 1995* to extend timelines under this Article.

7.10 18-month sunset clause except for violent or abusive conduct

ARTICLE 8 – ARBITRATION

- 8.1** Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, application or administration of this Agreement, including any question as to whether the matter is arbitrable, such a grievance may be taken to arbitration as hereinafter provided. If no request for arbitration is received within twenty (20) working days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.
- 8.2** The written notice referred to in clause 8.1 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) different arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, either party may request that the Minister of Labour make the appointment pursuant to the Ontario Labour Relations Act.
- 8.3** Each of the parties hereto will share equally the fees and expenses of the arbitrator appointed herein.
- 8.4** The arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

8.5 No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the Grievance Procedure set out herein.

8.6 Any and all-time limits fixed by this Article for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

8.7 The time limits specified in this Article may be extended either before or after the expiration thereof by written agreement of the Employer and the Union. An arbitrator will not have the authority under section 48(16) of the *Labour Relations Act*, 1995 to extend timelines under this Article.

8.8 Expedited Arbitration/Mediation without Counsel

The Employer and the Union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (a Company designate(s) and a Representative(s) for the Union including grievors and relevant stewards), will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

Arbitrators must be selected by mutual agreement and must be able to convene a hearing within thirty (30) days

of the referral. For expedited cases, arbitrators shall be instructed to render an oral decision on the day of the hearing or a written decision no more than forty-eight (48) hours following the hearing.

ARTICLE 9 – PROBATIONARY PERIOD

- 9.1** An Employee shall, beginning on the day that he or she starts work in the bargaining unit, serve a probationary period of three (3) months (the “Probationary Period”) before acquiring seniority rights which shall then date back to his or her date of starting to work in the bargaining unit.
- 9.2** During the Probationary Period, the Employee shall have no seniority rights and shall be considered to be employed on a trial basis (a “Probationary Employee”).

ARTICLE 10 – SENIORITY

- 10.1** Seniority shall be determined as the total length of continuous service within the bargaining unit from the Employee’s last date of hire.
- 10.2** A seniority list will be supplied to the Union and posted in January of each calendar year of this Agreement.
- 10.3** Seniority, once established for an Employee, shall be forfeited and the Employee’s employment shall be deemed to be terminated under the following conditions.
- (a) if he or she voluntarily quits;
 - (b) if he or she retires;

- (c) if he or she is discharged and not reinstated through the Grievance or Arbitration Procedure.
- (d) if he or she fails without legitimate excuse to report for duty after a lay-off, leave of absence or vacation within three (3) scheduled working days after being notified by the Employer to return to work from lay-off or after the scheduled end of the leave of absence or vacation;
- (e) if he or she has been on lay-off for a period of twelve (12) months; or
- (f) if he or she is absent from work for more than three (3) scheduled working days without notifying the Employer, or even if he or she has so notified the Employer, if he or she is absent from work for more than three (3) scheduled working days without a legitimate excuse justifying the absence.

10.4 It shall be the duty of the Employees to notify the Employer of any change of their address and contact information. If any should fail to do so, the Employer will not be responsible for failure of notice to reach such Employees.

10.5 In the event that two (2) or more Employees have the same seniority date, seniority shall be determined alphabetically by Employee last name.

10.6 Unless otherwise specifically stated, in matters relating to promotion, demotion, lay-off, and recall from lay-off, where there is a choice to be made between two (2) or more Employees and the Employees' respective skills, ability,

knowledge, qualifications and employment record are relatively equal, preference shall be given to the Employee with greater seniority.

ARTICLE 11 - BULLETIN BOARD

11.1 The Company shall make available a place on the premises for the purpose of posting notices regarding meetings and other similar Union matters. All such notices must be signed by a Union officer and must be approved by the Manager or his designate prior to posting

ARTICLE 12 - HEALTH & SAFETY

12.1 The Company and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the Company, the Employees and the Union will co-operate fully to promote safe work practices, health conditions and the enforcement of safety rules and procedures as established by the governing regulatory authorities and defined in the *Occupational Health and Safety Act*.

12.2 The Company requires that safety footwear be worn.

ARTICLE 13 - SPECIAL ALLOWANCES

13.1 The Company will pay, once every twelve (12) months, the cost of safety shoes or boots, up to a maximum of **two hundred dollars (\$200.00)**, provided the Employee provides an acceptable receipt of such purchase to the Company.

13.2 Providing such space is available, the Company agrees to provide a lunch area and lockers to its Employees.

13.3 Company will continue to provide parking to truck drivers.

ARTICLE 14 - LEAVES OF ABSENCE

14.1 The Company may, in its discretion, grant leave of absence without pay for legitimate personal reasons. Requests for such leave shall be made in writing to the Manager, stating the reasons for such requests and the proposed duration, at least two (2) weeks in advance except in cases of emergency.

14.2 A leave of absence without pay to attend at Union conventions and conferences may be granted by the Company to not more than one (1) Employee for a total period not exceeding the aggregate of ten (10) days in any one (1) calendar year. Applications for such leave of absence shall be made by the Union in writing at least two (2) weeks prior to the requested leave. Employees in such leave will be maintained on applicable benefit plans.

14.3 Maternity and parental leave shall be granted in accordance with the terms set out in the *Employment Standards Act*.

14.4 In the event an employee is called for and is required to serve on a jury, the Company shall, upon proof of such service, continue the employee's regular weekly pay during the approved Jury Duty Leave, up to a maximum of the equivalent of one (1) week of the employee's regular wages. The employee shall notify his supervisor promptly when called and shall remit promptly to the Company and monies received for said service.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

Hours of Work

15.1 The company shall guarantee the appropriate hours per day in each week, whenever an employee is scheduled to work and reports for work and remains available for work, exclusive of overtime.

Unless laid off according to his seniority, an employee shall be guaranteed forty (40) hours, exclusive of overtime, providing that he is available and able to perform work during the whole of his regularly scheduled work day and week.

15.2 An employee working a Paid Holiday shall be paid at twice (2X) the regular hourly rate in addition to Holiday pay.

15.3 The guarantee of hours of work per week as outline in Article 11.01 shall be reduced by the appropriate rate in a work week in which a full or half paid Holiday occurs.

15.4 **There will be two fifteen-minute paid breaks one in each half of the shift. The 30-minute unpaid lunch will not exist.**

15.5 Employees shall be given one (1) fifteen (15) minute paid break during the shift.

15.6 All hours, including overtime hours, will be offered to full-time workers before part-time or agency workers.

Overtime

- 15.7** Overtime will be paid at a rate of one and one half (1.5 X) times after eight (8) hours in a day and forty (40) regular hours.
- 15.8** Employees who normally do the work shall be given the first opportunity to work overtime, based upon their seniority within their shift, for any overtime opportunity of two (2) hours or less. For overtime opportunities of more than two (2) hours, overall seniority shall apply. Overtime shall be on a voluntary basis and employees will not be penalized for refusing to work overtime.
- 15.9** Wherever possible, employees who are requested to report for work on a Saturday shall be notified by the Company of Saturday work requirements before the employees punch out on Friday. Saturday work schedules shall be based on overall seniority with the classification.
- 15.10** An employee who is called in to work on a Saturday, or Paid Holiday, or who is called back to work, shall be guaranteed a minimum of four (4) hours' pay at double time.

ARTICLE 16 – HOLIDAYS AND VACATIONS

16.1 The following Statutory Holidays will be granted to each Employee who has served his probationary period:

New Years' Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

For each holiday, the Company shall pay to each eligible Employee an amount equal to one (1) days' pay at the gross regular rate.

16.2 In order to be eligible for holiday pay, an employee must have worked his scheduled shift prior to the holiday and his scheduled shift subsequent to the holiday, except for bereavement leave or vacation.

16.3 (a) Where a Statutory Holiday falls during an Employee's vacation period, the employee shall receive, another day off with pay in lieu thereof at a time to be selected by mutual agreement or an extra day's pay.

(b) Where a paid Holiday falls on an Employee's scheduled day off and provided that the employee qualifies under Article 17.2, the Company shall pay the employee his regular straight time hourly rate for the paid Holiday, or with the agreement of an employee, may substitute another working day for the paid Holiday and that working day shall be deemed to be the paid Holiday.

16.4 Employee's will receive two (2) weeks' vacation time and 4% of their wages as vacation pay each vacation year. Employees' vacation entitlement will increase to three (3) weeks' vacation time and 6% of their wages as vacation pay each vacation year after five (5) years of service and four weeks' vacation time and 8% of their wages as vacation pay each vacation year after ten (10) years of service.

16.5 The vacation schedule shall be prepared and posted on the bulletin board by the Employer by December 15th of each year and shall be removed from the board by January 15th of the

following year. The Employer shall provide vacation bid forms to all employees no later than December 15th of each year. Employees must take a minimum of two (2) week's vacation.

16.6 All submissions for vacation shall be made in writing on forms supplied by the Employer before January 15th for the vacation year. These applications will be processed and approved subject to seniority provisions and posted by January 29th. These approvals cannot be changed without the consent of the affected employees. A maximum of one (1) employee will be allowed to take vacation between May 15 and July 15 each year.

16.7 Submissions received after January 15th must be made in writing at least one (1) month in advance of vacation and approvals will be posted two (2) weeks in advance of vacation, subject to operational requirements. No seniority rights shall apply after January 15th in choosing of vacation time.

16.8 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

16.9 An employee leaving on vacation will receive his vacation pay together with his regular pay on the last regular pay day before his vacation commences.

ARTICLE 17 - BEREAVEMENT LEAVE

17.1 In the event an Employee shall suffer death of his immediate family, (parent, spouse's parent, spouse, children, brothers, sisters or formal legal guardian) he shall be granted a leave of

absence extending from the date of death to and including the date of the funeral. Such employees shall be paid for each regularly scheduled day of work that occurs during such leave of eight (8) hours at his regular straight time rate subject to a maximum payment for three (3) days, provided the Employee attends the funeral.

In the event of the death of an Employee's grandparent, spouse's grandparent, sister-in-law, brother-in-law, and grandchildren, the Employee shall be granted a leave of absence with pay for one (1) day if required to attend the funeral, provided the Employee does attend the funeral.

17.2 Where an Employee requires additional time in respect of a bereavement then additional leave shall be granted in accordance with Article 15.

ARTICLE 18 - BENEFITS

18.1 The Company shall pay one hundred (100%) percent of the cost of the premiums for the benefit plan.

18.2 Drugs will be covered at one hundred (100%) percent All other terms of the Benefit Plan remain the same.

18.3 Employees shall be entitled to **forty (40)** paid sick hours in each calendar year not to be carried over.

ARTICLE 19 – TEAMSTERS PENSION PLAN

Teamsters Defined Contribution (D.C.) Pension Plan

- (a) The Company agrees to participate in the Teamsters Defined Contribution (D.C.) Pension Plan to the extent of the contributions set out in this Article.
- (b) As of October 1, 2020, the Company will contribute \$75.00 per month on behalf of each bargaining unite employee who has worked any part of the month.
- (c) The Company shall forward all Pension contributions monthly, together with a list of all eligible members being reported each month within 15 days of the end of the work month. The Union may file a grievance with the Company if contributions are not remitted by the due date.
- (d) The Company agrees to provide any and all information required for the administration of the Pension Plan.
- (e) **Extension of Benefits for Non-Compensable or Compensable Disability or Injury**

The Company shall continue pension benefits by remitting the contribution rate defined in this Collective Agreement to the designated insurance carrier for any employee who is off work due to non-compensable disability or a compensable disability or injury.

(f) **Extension of Benefits Due to Layoff**

The Company shall continue pension benefits by remitting the contribution rate defined in this Collective Agreement to the designated insurance carrier for any member who is laid off. Pension contributions will continue for a period of thirteen (13) weeks following the date of the lay-off.

The Company may, at its discretion, continue the Pension benefit contribution for up to thirty-five (35) weeks.

A general description of the pension, terms and conditions, for information purposes only, are described in Appendix 2.

Voluntary Employee RRSP Contribution

The employer agrees to participate in **the Teamsters Voluntary Group RRSP** to the extent of collecting payroll contributions made by employees. The employees will provide the employer with authorization to make deductions from their payroll by way of completing RRSP enrolment form. The employer will collect the enrolment forms for the purpose of capturing the payroll deduction amount and forward the forms and the payroll deductions to the Pension Plan Insurance Carrier or to the Teamsters Pension Plan administrative agent. The employer will make the payroll deductions from the member's gross, pre-tax pay. The contributions remittance will be handled in the same manner as the contributions

made to the Teamsters Pension Plan as described in Appendix “2” herein.

ARTICLE 20 – WAGES

20.1 During the term of this Collective Agreement, Employees shall receive the wages set out in Appendix “A”. Wages shall be paid weekly.

ARTICLE 21 -TERM

21.1 This Agreement shall be binding and remain in effect for a three (3) year term from October 1, 2020 to September 30, 2023 provided that none of the provisions of the Agreement shall be retroactive and such provisions shall not be effective until the date of ratification or such later date as may be stipulated by the parties.

21.2 Either Party to this Agreement may, within ninety (90) days prior to the termination date, give notice in writing to the other party of their desire to enter into negotiations for a new agreement.

Ratified on the 13th day of October, 2020.

**SIGNED ON BEHALF OF THE
FRESH ADVANCEMENTS INC.**

Steve Bamford

**SIGNED ON BEHALF
OF TEAMSTERS 419**

Ken Dean

Jigme Lhundup

APPENDIX "A"
WAGES & CLASSIFICATIONS

<i>Classification</i>	<i>Hourly Wage Rate on Ratification</i>	<i>Year Two</i>	<i>Year Three</i>
AZ Driver	<i>\$25.00</i>	<i>\$25.50</i>	<i>\$26.00</i>
DZ Driver	<i>\$22.50</i>	<i>\$23.00</i>	<i>\$23.50</i>
Warehouse Workers	<i>\$22.00</i>	<i>\$22.50</i>	<i>\$23.00</i>
Head Shipper/Receiver	<i>\$23.00</i>	<i>\$23.50</i>	<i>\$24.00</i>

IMPORTANT NOTES:

- All bargaining unit employees with three years of service or more will have their pay rate increased to \$20.00 per hour at date of ratification (including Robert Leslie).
- Starting Rate \$3.00 below classification rate; Second year \$2.00 below classification rate; Third year full rate.

- Current bargaining unit employees with less than three (3) years of service go to \$19.00 upon ratification, then follow the grid.
- All current drivers go to the top rate upon ratification.
- **Driver license renewal pay up to\$100.00**
- **One time signing bonus of \$1000.00**

APPENDIX “B”
SUMMARY OF PENSION PLAN

PENSION PLAN:

The Teamsters Pension Plan was established for the sole purpose of providing pension benefits to eligible Plan Members. The Pension Plan operates independently of the employer(s) and the union except that the union is the plan sponsor.

RESPONSIBILITY:

THE UNION: As the Plan sponsor, the Union is responsible to negotiate the contribution rates under the Collective Agreement and to select the Insurance Carrier. From time to time the Union will survey the Insurance Carriers in the marketplace to ensure that the rates are very competitive and to secure the best deal possible for the Pension Plan Members at NO COST to the Plan Members.

THE COMPANY: The company is only responsible for, and its’ liability is limited to, remitting the contribution rates and providing the pertinent information to the designated insurance carrier required to administer the Pension Plan as specified under Article 15.09 (b) and (d) respectively.

PENSION PLAN MEMBER: The Pension Plan Member must report promptly any change of address, marital status and/or beneficiary. Furthermore, the Pension Plan Member must use due diligence and take advantage of information available to him through the Insurance Carrier, or others of his choice, to enable him to make the best decisions for himself in choosing from the available investment vehicles in order to maximize his retirement income.

Note: The Union utilizes the services of an Insurance carrier to provide the custodial services and investment funds that each individual member selects according to their investment profile and time horizon.

Money Purchase or Defined contribution Plan:

Under this arrangement contributions as specified herein are directed to individual Members' Accounts. Each member will have an individual account set up with the Insurance carrier. It is similar to an RRSP except that an annuity (monthly pension) or Life Income Fund (LIF) must be purchased to provide for a monthly pension income at retirement. Members' Accounts are administered as follows:

- a) As received, contributions are allocated to each Member's Account.
- b) Contributions are deposited into the Members Account and invested by (a) professional investment manager(s) as selected by each member.
- c) Interest is credited to the accumulated balance in each Member's Account. The interest rate credited is based on investment returns earned by the investment manager that have been selected by the member.

Eligibility:

As outlined above.

Investments:

The Fund investments include guaranteed investment certificates (GIC), money market securities, bonds and equities funds. Each member will have the opportunity to consult with the Insurance carrier's licensed Financial Consultant and select the investment fund(s) that best suit their investment risk profile and time horizon. Members will have the opportunity to change investment fund(s) as required by notifying the Insurance carrier.

Vesting:

A member is entitled to the value of his Member's Account immediately upon becoming a Member of the Plan. After 2 years of Plan membership, the Member's Account is locked-in and must be used to provide a monthly pension. No benefits are paid until a member terminates employment, retires or dies.

Retirement:

Under this Plan the "Normal Retirement Age" is 65, however, early retirement is available from age 55. Upon retirement a monthly pension benefit (annuity) or LIF is purchased using the full value of Member's Account at the time of retirement.

Termination:

When a locked-in Member leaves the Plan prior to retirement, the Member has the option to purchase a deferred pension (or if at least

age 55 an immediate pension) using the full value of his/her Member's Account; or to transfer the full value of his/her Member's Account to a locked-in RRSP, another registered Pension Plan (or a Life Income Fund, if applicable).

If a Member is not locked-in when he/she leaves the Plan, the Member will receive a lump sum payment equal to his/her Member's Account.

Pre-Retirement/death:

In the event of death, the member's Spouse or, if no Spouse, the member's beneficiary will be entitled to the full value of the Member's Account. The type of benefit varies if the entitlement is payable to a Spouse. It is also dependent on the member's age at the date of death.

This is a brief summary only. The above does not create or confer any contractual or other rights. A member's pension rights are governed by the Rules and Regulations of the Pension Plan.

A benefit plan summary (booklet) will be provided by the insurance carrier.



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Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
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